

04-20-1999

Tab settings 4-20-99

To the Honorable Commissioner of Pat



ached original documents or copy thereof.

1. Name of conveying party(ies):

101014729

address of receiving party(ies)

Darla L.L.C.

Name: Spice Entertainment Companies, Inc.

Internal Address: _____

Street Address: 680 North Lake Shore Drive

City: Chicago State: IL ZIP: 60611

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: March 15, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David S. Berlin

Internal Address: Paul, Weiss, Rifkind,

Wharton & Garrison

04/21/1999 JSNBRZZ 00000040 1530177

01 FC:401

02 FC:402

Street Address: 1285 Avenue of the Americas

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

3. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David S. Berlin
Name of Person Signing

David S. Berlin
Signature

April 5, 1999
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE

| Mark | App./Registration No. | Date of App./Reg. |
|--------------------------------------|------------------------------|--------------------------|
| Guest Media | 1,530,197 | 3/14/89 |
| Spice | 1,690,906 | 6/2/92 |
| Spice & Design | 1,763,396 | 4/6/93 |
| Spice & Rainbow Design | 1,766,316 | 4/20/93 |
| Erotic Shopping for Grownups at Play | 75-025,582 | 11/30/95 |
| Private Shopping for Private Moments | 75-025,851 | 11/30/95 |
| Spice & Design | 75-167,196 | 9/17/96 |
| Spice Networks & Design | 75-167,197 | 9/17/96 |
| CVS & Design | 1,932,438 | 11/7/95 |

TRADEMARK SECURITY AGREEMENT
Schedule A

SPICE ENTERTAINMENT COMPANIES, INC. (f/k/a Graff Pay-Per View Inc.)

| <u>U.S. Trademark</u> | <u>App./Reg. No.</u> | <u>Date of Reg.</u> | <u>Int'l. Class</u> |
|---|----------------------|---------------------|---------------------|
| Guest Media | 1,530,197 | 3/14/89 | 41 |
| Spice | 1,690,906 | 6/2/92 | 41 |
| Spice & Design | 1,763,396 | 4/6/93 | 41 |
| Spice & Rainbow Design | 1,766,316 | 4/20/93 | 41 |
| <u>Service Marks</u> | | | 42 |
| Erotic Shopping for Grownups at Play | 75-025,582 | 11/30/95 | 42 |
| Private Shopping for Private Moments | 75-025,851 | 11/30/95 | 42 |
| Spice & Design | 75-167 196 | 9/17/96 | 42 |
| Spice Networks & Design | 75-167-197 | 9/17/96 | |
| <u>U.K. Trademark</u> | | | |
| Spice | 1,583,103 | PENDING | 41 |

Amendment Number One to Trademark Security Agreement dated as of
January 15, 1997, between Spice Entertainment Companies, Inc.,
a Delaware corporation and Darla L.L.C.,
a Delaware limited liability company

SCHEDULE A

| <u>U.S. TRADEMARK</u> | <u>APP./REG. NO.</u> | <u>DATE OF REG.</u> | <u>INT'L. CLASS</u> |
|---------------------------|----------------------|---------------------|---------------------|
| GUEST CINEMA | 1,530,197 | 3/14/89 | 41 |
| SPICE | 1,690,906 | 6/2/92 | 41 |
| CVS AND DESIGN | 1,932,438 | 11/7/95 | 41 |
| <u>U.K. TRADEMARK</u> | | | |
| CVS | 1,526,385 | 2/9/93 | 38 |
| CABLE VIDEO STORE | 1,526,386 | 2/9/96 | 38 |
| SPICE | 1,583,103 | 3/7/97 | 41 |

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of March 15, 1999 by DARLA L.L.C., a Delaware limited liability company ("Darla").

W I T N E S S E T H:

WHEREAS, Madeleine L.L.C., a New York limited liability company ("Madeleine") and Spice Entertainment Companies, Inc. (successor-in-interest to Graff Pay-Per View Inc. and Guest Cinema, Inc.), a Delaware corporation (the "Debtor"), are parties to a certain Trademark Security Agreement dated as of January 15, 1997 (the "Agreement") pursuant to which the Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trade marks, trademark applications, registered service marks and service mark applications (collectively, the "Trademarks") as described in Schedule A attached hereto, as security for the Debtor's obligations to Madeleine under the Agreement;

WHEREAS, the Agreement was recorded by the Trademark Office at Reel 1721, Frame 0499, therein on May 4, 1998; and

WHEREAS, Madeleine assigned all of its rights under the Agreement to Darla pursuant to that certain Assignment and Acceptance Agreement dated as of March 10, 1997, between Madeleine and Darla;

WHEREAS, the Agreement was amended pursuant to that Amendment Number One to Trademark Security Agreement, dated as of January 15, 1997, and executed by the Debtor and Darla (the "Amendment");

WHEREAS, the Amendment was recorded by the Trademark Office at Reel 1721, Frame 0414, therein on May 4, 1998;

WHEREAS, the Debtor has satisfied its obligations under the Agreement and the Amendment, and has requested that Madeleine release its security interest in the Trademark Collateral and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Darla hereby releases its security interest in and collateral assignment of the Trademark Collateral.

